

#165

16542-C

WHITE & CASE

1747 PENNSYLVANIA AVENUE, N W  
WASHINGTON, D C  
333 SOUTH HOPE STREET, LOS ANGELES  
200 SOUTH BISCAYNE BOULEVARD, MIAMI  
20 PLACE VENDÔME, PARIS  
66 GRESHAM STREET, LONDON  
BIRGER JARLSGATAN 14 STOCKHOLM

1155 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036-2787  
(212) 819-8200  
FACSIMILE (212) 354-8113  
TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU TOKYO  
15 QUEEN'S ROAD CENTRAL, HONG KONG  
50 RAFFLES PLACE SINGAPORE  
CUMHURİYET CADDESİ 12/10 İSTANBUL  
ZIYA UR RAHMAN CADDESİ 17/5 ANKARA  
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

RECORDATION NO 16542-C FILED 1485

DEC 27 1989 - 8 40 AM

DME:LCO

INTERSTATE COMMERCE COMMISSION

December 27, 1989

9-301A001

DEC 27 1989

Office of the Secretary  
Recordations Unit  
Room 2303  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed is an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303. This document, Lease and Indenture Supplement No. 2 and Amendment, dated December 27, 1989, is a secondary document. The primary documents to which the foregoing document is connected are recorded under Recordation No. 16542 and Recordation No. 16542-A.

The names and addresses of the parties to such documents are as follows:

The Connecticut National Bank  
777 Main Street  
Hartford, CT 06115

CSX Transportation, Inc.  
100 N. Charles Street  
Baltimore, MD 21201

*CT. Koppeler*  
*Appendix 108*

Mercantile-Safe Deposit and Trust Company  
2 Hopkins Plaza  
Baltimore, MD 21203

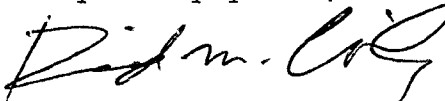
A description of the equipment covered by each of these documents follows: Open Top Hopper Cars, Gondola Cars and 100-ton Woodchip Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies needed by the Commission for recordation.

A short summary of the document, to appear in the index, follows:

Lease and Indenture Supplement No. 2 and Amendment, dated December 27, 1989, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 739 Open Top Hopper Cars, Gondola Cars and 100-ton Woodchip Cars identified by the Lessee in Annex 1 thereto.

Very truly yours,



David M. Eisenberg

Enclosures

cc: Marianne Rosenberg, Esq.  
Donna M. Mazzaferro, Esq.

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	800368
OPEN TOP HOPPER	CSXT	800467
	CSXT	800633
	CSXT	800730
	CSXT	800791
	CSXT	800799
	CSXT	800808
	CSXT	800857
	CSXT	800873
	CSXT	800890
	CSXT	800918
	CSXT	800940
	CSXT	801142
	CSXT	801199
	CSXT	801201
	CSXT	801272
	CSXT	801308
	CSXT	801333
	CSXT	801338
	CSXT	801344
	CSXT	801345
	CSXT	801347
	CSXT	801361
	CSXT	801378
	CSXT	801381
	CSXT	801397
	CSXT	801398
	CSXT	801414
	CSXT	801419
	CSXT	801423
	CSXT	801438
	CSXT	801446
	CSXT	801460
	CSXT	801528
	CSXT	801531
	CSXT	801550
	CSXT	801574
	CSXT	801575
	CSXT	801580
	CSXT	801590
	CSXT	801615
	CSXT	801647
	CSXT	801650
	CSXT	801654
	CSXT	801660
	CSXT	801677
	CSXT	801764
	CSXT	801784
	CSXT	801801
	CSXT	801812
	CSXT	801824
	CSXT	801904
	CSXT	801934

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	801937
CSXT	802054
CSXT	802057
CSXT	802066
CSXT	802073
CSXT	802108
CSXT	802122
CSXT	802141
CSXT	802144
CSXT	802172
CSXT	802175
CSXT	802215
CSXT	802229
CSXT	802239
CSXT	802288
CSXT	802295
CSXT	802316
CSXT	802320
CSXT	802347
CSXT	802364
CSXT	802381
CSXT	802386
CSXT	802420
CSXT	802472
CSXT	802548
CSXT	802549
CSXT	802551
CSXT	802586
CSXT	802682
CSXT	802954
CSXT	802964
CSXT	802971
CSXT	802973
CSXT	802981
CSXT	802986
CSXT	802987
CSXT	802991
CSXT	802997
CSXT	803005
CSXT	803013
CSXT	803017
CSXT	803018
CSXT	803027
CSXT	803028
CSXT	803031
CSXT	803047
CSXT	803050
CSXT	803057
CSXT	803063
CSXT	803068
CSXT	803071
CSXT	803072
CSXT	803076

PNC TRUST NUMBER 1 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	803078
CSXT	803079
CSXT	803082
CSXT	803084
CSXT	803085
CSXT	803092
CSXT	803098
CSXT	803100
CSXT	803101
CSXT	803110
CSXT	803112
CSXT	803113
CSXT	803120
CSXT	803126
CSXT	803127
CSXT	803128
CSXT	803132
CSXT	803138
CSXT	803141
CSXT	803142
CSXT	803146
CSXT	803147
CSXT	803148
CSXT	803154
CSXT	803158
CSXT	803167
CSXT	803168
CSXT	803169
CSXT	803171
CSXT	803173
CSXT	803178
CSXT	803182
CSXT	803192
CSXT	803197
CSXT	803204
CSXT	803210
CSXT	803223
CSXT	803224
CSXT	803232
CSXT	803235
CSXT	803240
CSXT	803242
CSXT	803243
CSXT	803244
CSXT	803249
CSXT	803253
CSXT	803258
CSXT	803260
CSXT	803261
CSXT	803262
CSXT	803266
CSXT	803267
CSXT	803269

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	803270
CSXT	803280
CSXT	803282
CSXT	803284
CSXT	803287
CSXT	803289
CSXT	803290
CSXT	803296
CSXT	803298
CSXT	803305
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	169

CAR TYPE TOTAL:

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	497679
GONDOLA	CSXT	700849
	CSXT	700850
	CSXT	700851
	CSXT	700856
	CSXT	700859
	CSXT	700862
	CSXT	700864
	CSXT	700868
	CSXT	700869
	CSXT	700872
	CSXT	700879
	CSXT	700881
	CSXT	700884
	CSXT	700887
	CSXT	700889
	CSXT	700891
	CSXT	700894
	CSXT	700898
	CSXT	700904
	CSXT	700911
	CSXT	700915
	CSXT	700947
	CSXT	700949
	CSXT	700953
	CSXT	700971
	CSXT	700980
	CSXT	700985
	CSXT	700989
	CSXT	700991
	CSXT	701006
	CSXT	701017
	CSXT	701025
	CSXT	701048
	CSXT	701058
	CSXT	701059
	CSXT	701087
	CSXT	701104
	CSXT	701121
	CSXT	701122
	CSXT	701143
	CSXT	701149
	CSXT	701154
	CSXT	701156
	CSXT	701157
	CSXT	701158
	CSXT	701162
	CSXT	701164
	CSXT	701166
	CSXT	701177
	CSXT	701189
	CSXT	701192
	CSXT	701194

PNC TRUST NUMBER 1 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	701205
CSXT	701207
CSXT	701224
CSXT	701229
CSXT	701238
CSXT	701249
CSXT	701250
CSXT	701257
CSXT	701262
CSXT	701274
CSXT	701285
CSXT	701287
CSXT	701288
CSXT	701300
CSXT	701303
CSXT	701305
CSXT	701312
CSXT	701315
CSXT	701323
CSXT	701325
CSXT	701337
CSXT	701339
CSXT	701342
CSXT	701352
CSXT	701372
CSXT	701375
CSXT	701386
CSXT	701406
CSXT	701411
CSXT	701413
CSXT	701427
CSXT	701447
CSXT	701449
CSXT	701452
CSXT	701470
CSXT	701472
CSXT	701473
CSXT	701478
CSXT	701479
CSXT	701491
CSXT	701493
CSXT	701504
CSXT	701506
CSXT	701510
CSXT	701518
CSXT	701527
CSXT	701528
CSXT	701532
CSXT	701542
CSXT	701549
CSXT	701552
CSXT	701553
CSXT	701562

PNC TRUST NUMBER 1 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	701567
CSXT	701583
CSXT	701593
CSXT	701604
CSXT	701605
CSXT	701609
CSXT	701610
CSXT	701614
CSXT	701623
CSXT	701632
CSXT	701643
CSXT	701647
CSXT	701661
CSXT	701668
CSXT	701679
CSXT	701681
CSXT	701685
CSXT	701691
CSXT	701704
CSXT	701705
CSXT	701708
CSXT	701713
CSXT	701724
CSXT	701734
CSXT	701740
CSXT	701741
CSXT	701761
CSXT	701766
CSXT	701778
CSXT	701782
CSXT	701784
CSXT	701793
CSXT	701796
CSXT	701799
CSXT	701800
CSXT	701801
CSXT	701802
CSXT	701803
CSXT	701804
CSXT	701805
CSXT	701806
CSXT	701807
CSXT	701808
CSXT	701809
CSXT	701810
CSXT	701812
CSXT	701813
CSXT	701814
CSXT	701815
CSXT	701816
CSXT	701818
CSXT	701819
CSXT	701820

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	701821
CSXT	701822
CSXT	701823
CSXT	701824
CSXT	701825
CSXT	701826
CSXT	701828
CSXT	701830
CSXT	701832
CSXT	701833
CSXT	701834
CSXT	701835
CSXT	701836
CSXT	701837
CSXT	701838
CSXT	701839
CSXT	701840
CSXT	701842
CSXT	701843
CSXT	701844
CSXT	701846
CSXT	701847
CSXT	701849
CSXT	701850
CSXT	701851
CSXT	701853
CSXT	701854
CSXT	701855
CSXT	701856
CSXT	701860
CSXT	701861
CSXT	701862
CSXT	701863
CSXT	701864
CSXT	701865
CSXT	701866
CSXT	701868
CSXT	701869
CSXT	701871
CSXT	701872
CSXT	701873
CSXT	701874
CSXT	701875
CSXT	701876
CSXT	701877
CSXT	701878
CSXT	701879
CSXT	701880
CSXT	701881
CSXT	701882
CSXT	701883
CSXT	701884
CSXT	701885

PNC TRUST NUMBER 1 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	701886
CSXT	701887
CSXT	701889
CSXT	701890
CSXT	701891
CSXT	701892
CSXT	701893
CSXT	701895
CSXT	701896
CSXT	701897
CSXT	701900
CSXT	701901
CSXT	701902
CSXT	701903
CSXT	701904
CSXT	701905
CSXT	701906
CSXT	701908
CSXT	701909
CSXT	701910
CSXT	701911
CSXT	701912
CSXT	701913
CSXT	701914
CSXT	701917
CSXT	701919
CSXT	701920
CSXT	701922
CSXT	701923
CSXT	701924
CSXT	701925
CSXT	701926
CSXT	701927
CSXT	701929
CSXT	701930
CSXT	701931
CSXT	701932
CSXT	701933
CSXT	701934
CSXT	701935
CSXT	701936
CSXT	701937
CSXT	701938
CSXT	701939
CSXT	701940
CSXT	701941
CSXT	701944
CSXT	701945
CSXT	701946
CSXT	701947
CSXT	701948
CSXT	701949
CSXT	701951

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	701952
CSXT	701953
CSXT	701954
CSXT	701955
CSXT	701956
CSXT	701957
CSXT	701958
CSXT	701959
CSXT	701960
CSXT	701961
CSXT	701962
CSXT	701963
CSXT	701964
CSXT	701966
CSXT	701967
CSXT	701969
CSXT	701970
CSXT	701971
CSXT	701972
CSXT	701973
CSXT	701975
CSXT	701976
CSXT	701977
CSXT	701978
CSXT	701979
CSXT	701982
CSXT	701983
CSXT	701985
CSXT	701986
CSXT	701987
CSXT	701988
CSXT	701989
CSXT	701990
CSXT	701991
CSXT	701992
CSXT	701993
CSXT	701994
CSXT	701995
CSXT	701996
CSXT	701997
CSXT	701998
CSXT	701999
CSXT	702000
CSXT	702001
CSXT	702002
CSXT	702003
CSXT	702004
CSXT	702005
CSXT	702007
CSXT	702008
CSXT	702009
CSXT	702010
CSXT	702011

PNC TRUST NUMBER 1 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	702012
CSXT	702013
CSXT	702014
CSXT	702015
CSXT	702016
CSXT	702017
CSXT	702018
CSXT	702019
CSXT	702020
CSXT	702021
CSXT	702022
CSXT	702023
CSXT	702024
CSXT	702025
CSXT	702026
CSXT	702027
CSXT	702028
CSXT	702029
CSXT	702030
CSXT	702031
CSXT	702032
CSXT	702033
CSXT	702035
CSXT	702036
CSXT	702037
CSXT	702039
CSXT	702040
CSXT	702041
CSXT	702042
CSXT	702044
CSXT	702045
CSXT	702047
CSXT	702048
CSXT	702049
CSXT	702051
CSXT	702054
CSXT	702056
CSXT	702057
CSXT	702058
CSXT	702059
CSXT	702061
CSXT	702063
CSXT	702064
CSXT	702066
CSXT	702067
CSXT	702068
CSXT	702069
CSXT	702070
CSXT	702071
CSXT	702072
CSXT	702073
CSXT	702074
CSXT	702075

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	702076
CSXT	702077
CSXT	702078
CSXT	702079
CSXT	702080
CSXT	702081
CSXT	702082
CSXT	702084
CSXT	702085
CSXT	702087
CSXT	702088
CSXT	702089
CSXT	702090
CSXT	702091
CSXT	702092
CSXT	702093
CSXT	702094
CSXT	702095
CSXT	702096
CSXT	702098
CSXT	702099
CSXT	702100
CSXT	702101
CSXT	702102
CSXT	702104
CSXT	702105
CSXT	702107
CSXT	702108
CSXT	702109
CSXT	702110
CSXT	702111
CSXT	702113
CSXT	702114
CSXT	702115
CSXT	702116
CSXT	702117
CSXT	702118
CSXT	702119
CSXT	702121
CSXT	702122
CSXT	702123
CSXT	702124
CSXT	702126
CSXT	702127
CSXT	702128
CSXT	702129
CSXT	702130
CSXT	702131
CSXT	702132
CSXT	702133
CSXT	702134
CSXT	702135
CSXT	702136

PNC TRUST NUMBER 1 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	702137
CSXT	702138
CSXT	702139
CSXT	702140
CSXT	702141
CSXT	702142
CSXT	702143
CSXT	702144
CSXT	702145
CSXT	702146
CSXT	702147
CSXT	702148
CSXT	702149
CSXT	702150
CSXT	702151
CSXT	702153
CSXT	702154
CSXT	702156
CSXT	702157
CSXT	702159
CSXT	702160
CSXT	702162
CSXT	702163
CSXT	702164
CSXT	702165
CSXT	702166
CSXT	702171
CSXT	702172
CSXT	702174
CSXT	702175
CSXT	702176
CSXT	702178
CSXT	702179
CSXT	702180
CSXT	702181
CSXT	702183
CSXT	702184
CSXT	702185
CSXT	702186
CSXT	702188
CSXT	702189
CSXT	702190
CSXT	702191
CSXT	702192
CSXT	702193
CSXT	702195
CSXT	702196
CSXT	702197
CSXT	702198
CSXT	702200
CSXT	702201
CSXT	702202
CSXT	702203

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702204
CSXT	702205
CSXT	702206
CSXT	702207
CSXT	702208
CSXT	702209
CSXT	702210
CSXT	702211
CSXT	702212
CSXT	702213
CSXT	702214
CSXT	702215
CSXT	702216
CSXT	702217
CSXT	702218
CSXT	702219
CSXT	702220
CSXT	702223
CSXT	702224
CSXT	702225
CSXT	702226
CSXT	702227
CSXT	702229
CSXT	702231
CSXT	702232
CSXT	702233
CSXT	702234
CSXT	702235
CSXT	702236
CSXT	702237
CSXT	702238
CSXT	702240
CSXT	702241
CSXT	702243
CSXT	702244
CSXT	702245
CSXT	702247
CSXT	702248
CSXT	702250
CSXT	702252
CSXT	702253
CSXT	702254
CSXT	702255
CSXT	702257
CSXT	702258
CSXT	702259
CSXT	702260
CSXT	702261
CSXT	702262
CSXT	702263
CSXT	702264
CSXT	702265
CSXT	702266

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	702268
CSXT	702269
CSXT	702271
CSXT	702272
CSXT	702273
CSXT	702274
CSXT	702279
CSXT	702280
CSXT	702281
CSXT	702282
CSXT	702284
CSXT	702285
CSXT	702287
CSXT	702288
CSXT	702289
CSXT	702291
CSXT	702292
CSXT	702293
CSXT	702294
CSXT	702297
CSXT	702298
CSXT	702299
CSXT	702300
CSXT	702302
CSXT	702303
CSXT	702304
CSXT	702305
CSXT	702306
CSXT	702307
CSXT	702308
CSXT	702309
CSXT	702310
CSXT	702311
CSXT	702312
CSXT	702313
CSXT	702314

CAR TYPE TOTAL:

566

PNC TRUST NUMBER 1 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
CAR TYPE:	CSXT	432392
100 TON WOOD CHIP	CSXT	432413
HOPPER	CSXT	432424
	CSXT	432458
CAR TYPE TOTAL:	4	
GRAND TOTAL:	739	

**Interstate Commerce Commission**  
Washington, D.C. 20423

12/27/89

OFFICE OF THE SECRETARY

David M. Eisenberg  
White & Case  
1155 Avenue Of the Americas  
New York, N.Y. 10036-2787

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/27/89 at 8:40am and assigned recordation number(s). 16542-C, 16543-C, 16544-C, 16545-D, 16546-C, 16547-C, 16548-C & 16549-C

16550-C  
16551-C  
16552-C

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

DEC 27 1989 -8 40 AM

LEASE AND INDENTURE SUPPLEMENT NO. 2  
AND AMENDMENT INTERSTATE COMMERCE COMMISSION

Dated December 27, 1989

Among

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity but solely as trustee,  
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,  
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
not in its individual capacity but solely as trustee,  
Indenture Trustee

OPEN TOP HOPPER CARS  
GONDOLA CARS  
100-TON WOODCHIP HOPPER CARS

---

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 1 DATED AS OF SEPTEMBER 1, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

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FILED WITH THE INTERSTATE COMMERCE COMMISSION  
PURSUANT TO 49 U.S.C. § 11303 ON \_\_\_\_\_, 1989  
AT \_\_\_\_:\_\_\_\_ A.M., RECORDATION NUMBER \_\_\_\_\_.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT, dated December 27, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 1 dated as of September 1, 1989 (the "Trust Agreement") with PNC LEASING CORP., a Pennsylvania corporation, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 1 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 1 (the "Lease") dated as of September 1, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 1 (the "Indenture") dated as of September 1, 1989 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

WHEREAS, the Lessor, the Lessee and the Indenture Trustee have executed and delivered Lease and Indenture Supplement No. 1 ("Lease and Indenture Supplement No. 1")

dated September 29, 1989 filed with the ICC on September 29, 1989 (Recordation No. 16542-B); and

WHEREAS, the parties hereto and thereto wish to amend Lease and Indenture Supplement No. 1 as well as the amortization schedules to each of the Notes executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$19,313,500 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Open Top Hopper Car, Gondola Car and 100-ton Woodchip Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2A, 3A and 4A hereto shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2B, 3B and 4B hereto shall be applicable in respect of the Gondola Cars and the 100-ton Woodchip Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 2 and Amendment, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 2 and Amendment, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. Effective on and as of the Initial Closing Date, Schedules 2A, 2B, 3A, 3B, 4A and 4B to Lease and Indenture Supplement No. 1 are deleted in their entirety and new Schedules 2A, 2B, 3A, 3B, 4A and 4B in the form attached hereto as Exhibit A, are inserted in lieu thereof.

7. Effective on and as of the Initial Closing Date, the amortization schedule attached as Schedule 1 to each Series A Note executed and delivered pursuant to the Indenture in connection with the Closing held on September 29, 1989 is deleted in its entirety and new Schedule 1 in the form attached hereto as Exhibit B, including Exhibits B-1 and B-2, is inserted in lieu thereof.

8. Effective on and as of the Initial Closing Date, the amortization schedule attached thereto as Schedule 1 to each Series B Note executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989 is deleted in its entirety and new Schedule 1 in the form attached hereto as Exhibit C, including Exhibits C-1 and C-2, is inserted in lieu thereof.

9. Except as expressly amended hereby, all provisions of Lease and Indenture Supplement No. 1, and each Series A and Series B Note executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989 shall remain unaffected and in full force and effect.

10. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 2 and Amendment to the same extent as if fully set forth herein.

11. This Lease and Indenture Supplement No. 2 and Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered

shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12. This Lease and Indenture Supplement No. 2 and Amendment is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 and Amendment to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity but solely as Owner Trustee

By 

Title: PHILIP G. KANE, JR.  
VICE PRESIDENT

Lessee

CSX TRANSPORTATION, INC.

By \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

Attest:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capacity but solely as Indenture Trustee

By \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Lessor, Lessee and Indenture  
Trustee have caused this Lease and Indenture Supplement No.  
2 to be duly executed on the date and year set forth in the  
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capac-  
ity but solely as Owner  
Trustee

By \_\_\_\_\_  
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. [Signature]  
Title: Treasurer

[Corporate Seal]

Attest:

By: \_\_\_\_\_  
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capac-  
ity but solely as Indenture  
Trustee

By \_\_\_\_\_  
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 and Amendment to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity but solely as Owner Trustee

By \_\_\_\_\_  
Title:

Lessee

CSX TRANSPORTATION, INC.

By \_\_\_\_\_  
Title:

[Corporate Seal]

Attest:

By:   
Title: CORPORATE TRUST OFFICER

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
not in its individual capacity but solely as Indenture Trustee

By   
Title: VICE PRESIDENT

STATE OF Connecticut )

SS.: F-11-

COUNTY OF Hartford )

On this 27th day of DEC, 1989, before me personally appeared PHILIP G. KANE, Jr, to be personally

known, who, being by me duly sworn, says that he is  
Vice President of The Connecticut National Bank  
 that said instrument was signed and sealed on behalf of said  
 corporation by authority of its Board of Directors and he  
 acknowledged that the execution of the foregoing instrument  
 was the free act and deed of said corporation.

Michelle K. Blyzard  
Notary Public

**MICHELLE K. BLEZARD**

**NOTARY PUBLIC**

MY COMMISSION EXPIRES MARCH 31, 1994

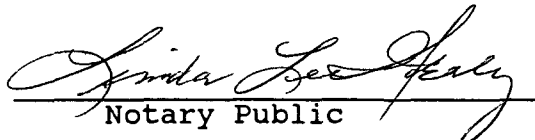
My Commission Expires:

[Notary Seal]



STATE OF Maryland )  
COUNTY OF Baltimore ) SS.:

On this 27th day of DEC, 1989, before me personally appeared John M. Mitchell, to be personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of MERCANTILE SAFE DEPOSIT AND TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 7/1/90

[Notary Seal]

SCHEDULE 1  
to  
Lease and Indenture  
Supplement No. 2 and Amendment

SCHEDULE OF RAILCARS TO BE DELIVERED

Open Top Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
169	*	\$30,900	\$5,222,100

Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
566	*	\$24,700	13,980,200

100-ton Woodchip Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
4	*	\$27,800	111,200

\* See tables attached hereto.

PNC TRUST NUMBER 1 - DECEMBER 27,1989

CAR TYPE:  
OPEN TOP HOPPER

NEW INITIAL	NEW NUMBER
CSXT	800368
CSXT	800467
CSXT	800633
CSXT	800730
CSXT	800791
CSXT	800799
CSXT	800808
CSXT	800857
CSXT	800873
CSXT	800890
CSXT	800918
CSXT	800940
CSXT	801142
CSXT	801199
CSXT	801201
CSXT	801272
CSXT	801308
CSXT	801333
CSXT	801338
CSXT	801344
CSXT	801345
CSXT	801347
CSXT	801361
CSXT	801378
CSXT	801381
CSXT	801397
CSXT	801398
CSXT	801414
CSXT	801419
CSXT	801423
CSXT	801438
CSXT	801446
CSXT	801460
CSXT	801528
CSXT	801531
CSXT	801550
CSXT	801574
CSXT	801575
CSXT	801580
CSXT	801590
CSXT	801615
CSXT	801647
CSXT	801650
CSXT	801654
CSXT	801660
CSXT	801677
CSXT	801764
CSXT	801784
CSXT	801801
CSXT	801812
CSXT	801824
CSXT	801904
CSXT	801934

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	801937
CSXT	802054
CSXT	802057
CSXT	802066
CSXT	802073
CSXT	802108
CSXT	802122
CSXT	802141
CSXT	802144
CSXT	802172
CSXT	802175
CSXT	802215
CSXT	802229
CSXT	802239
CSXT	802288
CSXT	802295
CSXT	802316
CSXT	802320
CSXT	802347
CSXT	802364
CSXT	802381
CSXT	802386
CSXT	802420
CSXT	802472
CSXT	802548
CSXT	802549
CSXT	802551
CSXT	802586
CSXT	802682
CSXT	802954
CSXT	802964
CSXT	802971
CSXT	802973
CSXT	802981
CSXT	802986
CSXT	802987
CSXT	802991
CSXT	802997
CSXT	803005
CSXT	803013
CSXT	803017
CSXT	803018
CSXT	803027
CSXT	803028
CSXT	803031
CSXT	803047
CSXT	803050
CSXT	803057
CSXT	803063
CSXT	803068
CSXT	803071
CSXT	803072
CSXT	803076

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	803078
CSXT	803079
CSXT	803082
CSXT	803084
CSXT	803085
CSXT	803092
CSXT	803098
CSXT	803100
CSXT	803101
CSXT	803110
CSXT	803112
CSXT	803113
CSXT	803120
CSXT	803126
CSXT	803127
CSXT	803128
CSXT	803132
CSXT	803138
CSXT	803141
CSXT	803142
CSXT	803146
CSXT	803147
CSXT	803148
CSXT	803154
CSXT	803158
CSXT	803167
CSXT	803168
CSXT	803169
CSXT	803171
CSXT	803173
CSXT	803178
CSXT	803182
CSXT	803192
CSXT	803197
CSXT	803204
CSXT	803210
CSXT	803223
CSXT	803224
CSXT	803232
CSXT	803235
CSXT	803240
CSXT	803242
CSXT	803243
CSXT	803244
CSXT	803249
CSXT	803253
CSXT	803258
CSXT	803260
CSXT	803261
CSXT	803262
CSXT	803266
CSXT	803267
CSXT	803269

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	803270
CSXT	803280
CSXT	803282
CSXT	803284
CSXT	803287
CSXT	803289
CSXT	803290
CSXT	803296
CSXT	803298
CSXT	803305
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	169

CAR TYPE TOTAL:

PNC TRUST NUMBER 1 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	497679
GONDOLA	CSXT	700849
	CSXT	700850
	CSXT	700851
	CSXT	700856
	CSXT	700859
	CSXT	700862
	CSXT	700864
	CSXT	700868
	CSXT	700869
	CSXT	700872
	CSXT	700879
	CSXT	700881
	CSXT	700884
	CSXT	700887
	CSXT	700889
	CSXT	700891
	CSXT	700894
	CSXT	700898
	CSXT	700904
	CSXT	700911
	CSXT	700915
	CSXT	700947
	CSXT	700949
	CSXT	700953
	CSXT	700971
	CSXT	700980
	CSXT	700985
	CSXT	700989
	CSXT	700991
	CSXT	701006
	CSXT	701017
	CSXT	701025
	CSXT	701048
	CSXT	701058
	CSXT	701059
	CSXT	701087
	CSXT	701104
	CSXT	701121
	CSXT	701122
	CSXT	701143
	CSXT	701149
	CSXT	701154
	CSXT	701156
	CSXT	701157
	CSXT	701158
	CSXT	701162
	CSXT	701164
	CSXT	701166
	CSXT	701177
	CSXT	701189
	CSXT	701192
	CSXT	701194

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	701205
CSXT	701207
CSXT	701224
CSXT	701229
CSXT	701238
CSXT	701249
CSXT	701250
CSXT	701257
CSXT	701262
CSXT	701274
CSXT	701285
CSXT	701287
CSXT	701288
CSXT	701300
CSXT	701303
CSXT	701305
CSXT	701312
CSXT	701315
CSXT	701323
CSXT	701325
CSXT	701337
CSXT	701339
CSXT	701342
CSXT	701352
CSXT	701372
CSXT	701375
CSXT	701386
CSXT	701406
CSXT	701411
CSXT	701413
CSXT	701427
CSXT	701447
CSXT	701449
CSXT	701452
CSXT	701470
CSXT	701472
CSXT	701473
CSXT	701478
CSXT	701479
CSXT	701491
CSXT	701493
CSXT	701504
CSXT	701506
CSXT	701510
CSXT	701518
CSXT	701527
CSXT	701528
CSXT	701532
CSXT	701542
CSXT	701549
CSXT	701552
CSXT	701553
CSXT	701562

PNC TRUST NUMBER 1 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	701567
CSXT	701583
CSXT	701593
CSXT	701604
CSXT	701605
CSXT	701609
CSXT	701610
CSXT	701614
CSXT	701623
CSXT	701632
CSXT	701643
CSXT	701647
CSXT	701661
CSXT	701668
CSXT	701679
CSXT	701681
CSXT	701685
CSXT	701691
CSXT	701704
CSXT	701705
CSXT	701708
CSXT	701713
CSXT	701724
CSXT	701734
CSXT	701740
CSXT	701741
CSXT	701761
CSXT	701766
CSXT	701778
CSXT	701782
CSXT	701784
CSXT	701793
CSXT	701796
CSXT	701799
CSXT	701800
CSXT	701801
CSXT	701802
CSXT	701803
CSXT	701804
CSXT	701805
CSXT	701806
CSXT	701807
CSXT	701808
CSXT	701809
CSXT	701810
CSXT	701812
CSXT	701813
CSXT	701814
CSXT	701815
CSXT	701816
CSXT	701818
CSXT	701819
CSXT	701820

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	701821
CSXT	701822
CSXT	701823
CSXT	701824
CSXT	701825
CSXT	701826
CSXT	701828
CSXT	701830
CSXT	701832
CSXT	701833
CSXT	701834
CSXT	701835
CSXT	701836
CSXT	701837
CSXT	701838
CSXT	701839
CSXT	701840
CSXT	701842
CSXT	701843
CSXT	701844
CSXT	701846
CSXT	701847
CSXT	701849
CSXT	701850
CSXT	701851
CSXT	701853
CSXT	701854
CSXT	701855
CSXT	701856
CSXT	701860
CSXT	701861
CSXT	701862
CSXT	701863
CSXT	701864
CSXT	701865
CSXT	701866
CSXT	701868
CSXT	701869
CSXT	701871
CSXT	701872
CSXT	701873
CSXT	701874
CSXT	701875
CSXT	701876
CSXT	701877
CSXT	701878
CSXT	701879
CSXT	701880
CSXT	701881
CSXT	701882
CSXT	701883
CSXT	701884
CSXT	701885

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	701886
CSXT	701887
CSXT	701889
CSXT	701890
CSXT	701891
CSXT	701892
CSXT	701893
CSXT	701895
CSXT	701896
CSXT	701897
CSXT	701900
CSXT	701901
CSXT	701902
CSXT	701903
CSXT	701904
CSXT	701905
CSXT	701906
CSXT	701908
CSXT	701909
CSXT	701910
CSXT	701911
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CSXT	701913
CSXT	701914
CSXT	701917
CSXT	701919
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CSXT	701923
CSXT	701924
CSXT	701925
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CSXT	701935
CSXT	701936
CSXT	701937
CSXT	701938
CSXT	701939
CSXT	701940
CSXT	701941
CSXT	701944
CSXT	701945
CSXT	701946
CSXT	701947
CSXT	701948
CSXT	701949
CSXT	701951

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	701952
CSXT	701953
CSXT	701954
CSXT	701955
CSXT	701956
CSXT	701957
CSXT	701958
CSXT	701959
CSXT	701960
CSXT	701961
CSXT	701962
CSXT	701963
CSXT	701964
CSXT	701966
CSXT	701967
CSXT	701969
CSXT	701970
CSXT	701971
CSXT	701972
CSXT	701973
CSXT	701975
CSXT	701976
CSXT	701977
CSXT	701978
CSXT	701979
CSXT	701982
CSXT	701983
CSXT	701985
CSXT	701986
CSXT	701987
CSXT	701988
CSXT	701989
CSXT	701990
CSXT	701991
CSXT	701992
CSXT	701993
CSXT	701994
CSXT	701995
CSXT	701996
CSXT	701997
CSXT	701998
CSXT	701999
CSXT	702000
CSXT	702001
CSXT	702002
CSXT	702003
CSXT	702004
CSXT	702005
CSXT	702007
CSXT	702008
CSXT	702009
CSXT	702010
CSXT	702011

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702012
CSXT	702013
CSXT	702014
CSXT	702015
CSXT	702016
CSXT	702017
CSXT	702018
CSXT	702019
CSXT	702020
CSXT	702021
CSXT	702022
CSXT	702023
CSXT	702024
CSXT	702025
CSXT	702026
CSXT	702027
CSXT	702028
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CSXT	702030
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CSXT	702032
CSXT	702033
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CSXT	702039
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CSXT	702042
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CSXT	702057
CSXT	702058
CSXT	702059
CSXT	702061
CSXT	702063
CSXT	702064
CSXT	702066
CSXT	702067
CSXT	702068
CSXT	702069
CSXT	702070
CSXT	702071
CSXT	702072
CSXT	702073
CSXT	702074
CSXT	702075

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	702076
CSXT	702077
CSXT	702078
CSXT	702079
CSXT	702080
CSXT	702081
CSXT	702082
CSXT	702084
CSXT	702085
CSXT	702087
CSXT	702088
CSXT	702089
CSXT	702090
CSXT	702091
CSXT	702092
CSXT	702093
CSXT	702094
CSXT	702095
CSXT	702096
CSXT	702098
CSXT	702099
CSXT	702100
CSXT	702101
CSXT	702102
CSXT	702104
CSXT	702105
CSXT	702107
CSXT	702108
CSXT	702109
CSXT	702110
CSXT	702111
CSXT	702113
CSXT	702114
CSXT	702115
CSXT	702116
CSXT	702117
CSXT	702118
CSXT	702119
CSXT	702121
CSXT	702122
CSXT	702123
CSXT	702124
CSXT	702126
CSXT	702127
CSXT	702128
CSXT	702129
CSXT	702130
CSXT	702131
CSXT	702132
CSXT	702133
CSXT	702134
CSXT	702135
CSXT	702136

PNC TRUST NUMBER 1 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702137
CSXT	702138
CSXT	702139
CSXT	702140
CSXT	702141
CSXT	702142
CSXT	702143
CSXT	702144
CSXT	702145
CSXT	702146
CSXT	702147
CSXT	702148
CSXT	702149
CSXT	702150
CSXT	702151
CSXT	702153
CSXT	702154
CSXT	702156
CSXT	702157
CSXT	702159
CSXT	702160
CSXT	702162
CSXT	702163
CSXT	702164
CSXT	702165
CSXT	702166
CSXT	702171
CSXT	702172
CSXT	702174
CSXT	702175
CSXT	702176
CSXT	702178
CSXT	702179
CSXT	702180
CSXT	702181
CSXT	702183
CSXT	702184
CSXT	702185
CSXT	702186
CSXT	702188
CSXT	702189
CSXT	702190
CSXT	702191
CSXT	702192
CSXT	702193
CSXT	702195
CSXT	702196
CSXT	702197
CSXT	702198
CSXT	702200
CSXT	702201
CSXT	702202
CSXT	702203

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702204
CSXT	702205
CSXT	702206
CSXT	702207
CSXT	702208
CSXT	702209
CSXT	702210
CSXT	702211
CSXT	702212
CSXT	702213
CSXT	702214
CSXT	702215
CSXT	702216
CSXT	702217
CSXT	702218
CSXT	702219
CSXT	702220
CSXT	702223
CSXT	702224
CSXT	702225
CSXT	702226
CSXT	702227
CSXT	702229
CSXT	702231
CSXT	702232
CSXT	702233
CSXT	702234
CSXT	702235
CSXT	702236
CSXT	702237
CSXT	702238
CSXT	702240
CSXT	702241
CSXT	702243
CSXT	702244
CSXT	702245
CSXT	702247
CSXT	702248
CSXT	702250
CSXT	702252
CSXT	702253
CSXT	702254
CSXT	702255
CSXT	702257
CSXT	702258
CSXT	702259
CSXT	702260
CSXT	702261
CSXT	702262
CSXT	702263
CSXT	702264
CSXT	702265
CSXT	702266

PNC TRUST NUMBER 1 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	702268
CSXT	702269
CSXT	702271
CSXT	702272
CSXT	702273
CSXT	702274
CSXT	702279
CSXT	702280
CSXT	702281
CSXT	702282
CSXT	702284
CSXT	702285
CSXT	702287
CSXT	702288
CSXT	702289
CSXT	702291
CSXT	702292
CSXT	702293
CSXT	702294
CSXT	702297
CSXT	702298
CSXT	702299
CSXT	702300
CSXT	702302
CSXT	702303
CSXT	702304
CSXT	702305
CSXT	702306
CSXT	702307
CSXT	702308
CSXT	702309
CSXT	702310
CSXT	702311
CSXT	702312
CSXT	702313
CSXT	702314
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	566

CAR TYPE TOTAL:

PNC TRUST NUMBER 1 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	432392
100 TON WOOD CHIP	CSXT	432413
HOPPER	CSXT	432424
	CSXT	432458
	-----	-----
CAR TYPE TOTAL:		4
GRAND TOTAL:		739

SCHEDULE 2A  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

STIPULATED LOSS VALUE  
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003 the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003 the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after June 15, 2003 the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

Payment DatePercentage of  
Lessor's Cost

June 15, 1990	108.20013239
December 15, 1990	109.24098769
June 15, 1991	107.16177118
December 15, 1991	107.74901328
June 15, 1992	105.22793813
December 15, 1992	105.62478534
June 15, 1993	102.66900346
December 15, 1993	102.94749604
June 15, 1994	99.59150715
December 15, 1994	99.78034796
June 15, 1995	95.99883994
December 15, 1995	96.09798017
June 15, 1996	91.86612182
December 15, 1996	91.92652164
June 15, 1997	84.97490509
December 15, 1997	85.09592356
June 15, 1998	77.63227272
December 15, 1998	77.90681261
June 15, 1999	69.90424397
December 15, 1999	63.27344107
June 15, 2000	61.62289743
December 15, 2000	62.21962324
June 15, 2001	53.05669328
December 15, 2001	53.24259267
June 15, 2002	43.70963256
December 15, 2002	44.07082088
June 15, 2003	33.87170370
December 15, 2003	22.49631638
June 15, 2004	22.66999997

SCHEDULE 2B  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

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STIPULATED LOSS VALUE  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	106.88814108
December 15, 1990	107.95263660
June 15, 1991	105.97178880
December 15, 1991	106.58959423
June 15, 1992	104.15308978
December 15, 1992	104.57682956
June 15, 1993	101.70722642
December 15, 1993	102.00917442
June 15, 1994	98.74172434
December 15, 1994	98.95086327
June 15, 1995	95.26099279
December 15, 1995	95.37715062
June 15, 1996	91.24017807
December 15, 1996	91.31426399
June 15, 1997	84.48050802
December 15, 1997	84.57617033
June 15, 1998	77.24880459
December 15, 1998	77.49217256
June 15, 1999	69.63891109
December 15, 1999	60.99636742
June 15, 2000	61.45528675
December 15, 2000	62.16326380
June 15, 2001	53.10885659
December 15, 2001	53.36614895
June 15, 2002	43.92076866
December 15, 2002	44.32000348
June 15, 2003	34.24855041
December 15, 2003	23.03031105
June 15, 2004	23.27499992

SCHEDULE 3A  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

TERMINATION VALUE  
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	107.47431661
December 15, 1990	108.48060987
June 15, 1991	106.36518555
December 15, 1991	106.91449568
June 15, 1992	104.35368232
December 15, 1992	104.70889904
June 15, 1993	101.70950431
December 15, 1993	101.94230728
June 15, 1994	98.53845312
December 15, 1994	98.67714941
June 15, 1995	94.84310907
December 15, 1995	94.88721549
June 15, 1996	90.59770272
December 15, 1996	90.59770272
June 15, 1997	83.58281021
December 15, 1997	83.63753964
June 15, 1998	76.10444320
December 15, 1998	76.30623062
June 15, 1999	68.22744516
December 15, 1999	61.51679614
June 15, 2000	59.78260425
December 15, 2000	60.29169863
June 15, 2001	51.03696439
December 15, 2001	51.12668794
June 15, 2002	41.49297228
December 15, 2002	41.74860725
June 15, 2003	31.43891046
December 15, 2003	19.94767793
June 15, 2004	19.99999997

SCHEDULE 3B  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

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TERMINATION VALUE  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	105.99786142
December 15, 1990	107.01996343
June 15, 1991	104.99470343
December 15, 1991	105.56598182
June 15, 1992	103.08073480
December 15, 1992	103.45341098
June 15, 1993	100.53031268
December 15, 1993	100.77621817
June 15, 1994	97.45005695
December 15, 1994	97.59768902
June 15, 1995	93.84338283
December 15, 1995	93.89203664
June 15, 1996	89.68434565
December 15, 1996	89.68434565
June 15, 1997	82.77297591
December 15, 1997	82.78732864
June 15, 1998	75.37478150
December 15, 1998	75.52891188
June 15, 1999	67.58216349
December 15, 1999	58.84168122
June 15, 2000	59.19799829
December 15, 2000	59.79848735
June 15, 2001	50.63147377
December 15, 2001	50.77079764
June 15, 2002	41.20183143
December 15, 2002	41.47159537
June 15, 2003	31.26450627
December 15, 2003	19.90417212
June 15, 2004	19.99999992

SCHEDULE 4A  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

BASIC RENT  
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.77180918
June 15, 1991	6.69879224
December 15, 1991	3.73246886
June 15, 1992	6.73813256
December 15, 1992	3.59210435
June 15, 1993	6.87849707
December 15, 1993	3.43862982
June 15, 1994	7.03197161
December 15, 1994	3.27082075
June 15, 1995	7.19978067
December 15, 1995	3.08733834
June 15, 1996	7.38326311
December 15, 1996	2.88671863
June 15, 1997	9.91068309
December 15, 1997	2.57252940
June 15, 1998	10.22487232
December 15, 1998	2.21516499
June 15, 1999	10.58223676
December 15, 1999	8.98607883
June 15, 2000	3.81132289
December 15, 2000	1.48997341
June 15, 2001	11.30742834
December 15, 2001	1.48997341
June 15, 2002	11.30742834
December 15, 2002	1.05473002
June 15, 2003	11.74267173 (arrears)
June 15, 2003	12.07594233 (advance)
December 15, 2003	0.72145942

SCHEDULE 4B  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

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BASIC RENT  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.77074137
June 15, 1991	6.61940070
December 15, 1991	3.72006093
June 15, 1992	6.67008113
December 15, 1992	3.58229498
June 15, 1993	6.80784709
December 15, 1993	3.43166173
June 15, 1994	6.95848034
December 15, 1994	3.26695928
June 15, 1995	7.12318279
December 15, 1995	3.08687365
June 15, 1996	7.30326842
December 15, 1996	2.88996802
June 15, 1997	9.80909451
December 15, 1997	2.60552642
June 15, 1998	10.09353606
December 15, 1998	2.25583636
June 15, 1999	10.44322611
December 15, 1999	11.03715134
June 15, 2000	1.66191119
December 15, 2000	1.44554207
June 15, 2001	11.25352046
December 15, 2001	1.44554207
June 15, 2002	11.25352046
December 15, 2002	1.04614092
June 15, 2003	11.65292161 (arrears)
June 15, 2003	11.97760307 (advance)
December 15, 2003	0.72145940

SCHEDULE 2A  
to  
Lease and Indenture  
Supplement No. 1

STIPULATED LOSS VALUE  
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003 the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003 the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after June 15, 2003 the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

Exhibit A

Schedule 2A  
page 2

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.20013239
December 15, 1990	109.24098769
June 15, 1991	107.16177118
December 15, 1991	107.74901328
June 15, 1992	105.22793813
December 15, 1992	105.62478534
June 15, 1993	102.66900346
December 15, 1993	102.94749604
June 15, 1994	99.59150715
December 15, 1994	99.78034796
June 15, 1995	95.99883994
December 15, 1995	96.09798017
June 15, 1996	91.86612182
December 15, 1996	91.92652164
June 15, 1997	84.97490509
December 15, 1997	85.09592356
June 15, 1998	77.63227272
December 15, 1998	77.90681261
June 15, 1999	69.90424397
December 15, 1999	63.27344107
June 15, 2000	61.62289743
December 15, 2000	62.21962324
June 15, 2001	53.05669328
December 15, 2001	53.24259267
June 15, 2002	43.70963256
December 15, 2002	44.07082088
June 15, 2003	33.87170370
December 15, 2003	22.49631638
June 15, 2004	22.66999997

SCHEDULE 2B  
to  
Lease and Indenture  
Supplement No. 1

STIPULATED LOSS VALUE  
(GONDOLA CARS  
AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	106.88814108
December 15, 1990	107.95263660
June 15, 1991	105.97178880
December 15, 1991	106.58959423
June 15, 1992	104.15308978
December 15, 1992	104.57682956
June 15, 1993	101.70722642
December 15, 1993	102.00917442
June 15, 1994	98.74172434
December 15, 1994	98.95086327
June 15, 1995	95.26099279
December 15, 1995	95.37715062
June 15, 1996	91.24017807
December 15, 1996	91.31426399
June 15, 1997	84.48050802
December 15, 1997	84.57617033
June 15, 1998	77.24880459
December 15, 1998	77.49217256
June 15, 1999	69.63891109
December 15, 1999	60.99636742
June 15, 2000	61.45528675
December 15, 2000	62.16326380
June 15, 2001	53.10885659
December 15, 2001	53.36614895
June 15, 2002	43.92076866
December 15, 2002	44.32000348
June 15, 2003	34.24855041
December 15, 2003	23.03031105
June 15, 2004	23.27499992

SCHEDULE 3A  
to  
Lease and Indenture  
Supplement No. 1

TERMINATION VALUE  
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

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The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	107.47431661
December 15, 1990	108.48060987
June 15, 1991	106.36518555
December 15, 1991	106.91449568
June 15, 1992	104.35368232
December 15, 1992	104.70889904
June 15, 1993	101.70950431
December 15, 1993	101.94230728
June 15, 1994	98.53845312
December 15, 1994	98.67714941
June 15, 1995	94.84310907
December 15, 1995	94.88721549
June 15, 1996	90.59770272
December 15, 1996	90.59770272
June 15, 1997	83.58281021
December 15, 1997	83.63753964
June 15, 1998	76.10444320
December 15, 1998	76.30623062
June 15, 1999	68.22744516
December 15, 1999	61.51679614
June 15, 2000	59.78260425
December 15, 2000	60.29169863
June 15, 2001	51.03696439
December 15, 2001	51.12668794
June 15, 2002	41.49297228
December 15, 2002	41.74860725
June 15, 2003	31.43891046
December 15, 2003	19.94767793
June 15, 2004	19.99999997

SCHEDULE 3B  
to  
Lease and Indenture  
Supplement No. 1

TERMINATION VALUE  
(GONDOLA CARS  
AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

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The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	105.99786142
December 15, 1990	107.01996343
June 15, 1991	104.99470343
December 15, 1991	105.56598182
June 15, 1992	103.08073480
December 15, 1992	103.45341098
June 15, 1993	100.53031268
December 15, 1993	100.77621817
June 15, 1994	97.45005695
December 15, 1994	97.59768902
June 15, 1995	93.84338283
December 15, 1995	93.89203664
June 15, 1996	89.68434565
December 15, 1996	89.68434565
June 15, 1997	82.77297591
December 15, 1997	82.78732864
June 15, 1998	75.37478150
December 15, 1998	75.52891188
June 15, 1999	67.58216349
December 15, 1999	58.84168122
June 15, 2000	59.19799829
December 15, 2000	59.79848735
June 15, 2001	50.63147377
December 15, 2001	50.77079764
June 15, 2002	41.20183143
December 15, 2002	41.47159537
June 15, 2003	31.26450627
December 15, 2003	19.90417212
June 15, 2004	19.99999992

SCHEDULE 4A  
to  
Lease and Indenture  
Supplement No. 1

BASIC RENT  
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.77180918
June 15, 1991	6.69879224
December 15, 1991	3.73246886
June 15, 1992	6.73813256
December 15, 1992	3.59210435
June 15, 1993	6.87849707
December 15, 1993	3.43862982
June 15, 1994	7.03197161
December 15, 1994	3.27082075
June 15, 1995	7.19978067
December 15, 1995	3.08733834
June 15, 1996	7.38326311
December 15, 1996	2.88671863
June 15, 1997	9.91068309
December 15, 1997	2.57252940
June 15, 1998	10.22487232
December 15, 1998	2.21516499
June 15, 1999	10.58223676
December 15, 1999	8.98607883
June 15, 2000	3.81132289
December 15, 2000	1.48997341
June 15, 2001	11.30742834
December 15, 2001	1.48997341
June 15, 2002	11.30742834
December 15, 2002	1.05473002
June 15, 2003	11.74267173 (arrears)
June 15, 2003	12.07594233 (advance)
December 15, 2003	0.72145942

SCHEDULE 4B  
to  
Lease and Indenture  
Supplement No. 1

BASIC RENT  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.77074137
June 15, 1991	6.61940070
December 15, 1991	3.72006093
June 15, 1992	6.67008113
December 15, 1992	3.58229498
June 15, 1993	6.80784709
December 15, 1993	3.43166173
June 15, 1994	6.95848034
December 15, 1994	3.26695928
June 15, 1995	7.12318279
December 15, 1995	3.08687365
June 15, 1996	7.30326842
December 15, 1996	2.88996802
June 15, 1997	9.80909451
December 15, 1997	2.60552642
June 15, 1998	10.09353606
December 15, 1998	2.25583636
June 15, 1999	10.44322611
December 15, 1999	11.03715134
June 15, 2000	1.66191119
December 15, 2000	1.44554207
June 15, 2001	11.25352046
December 15, 2001	1.44554207
June 15, 2002	11.25352046
December 15, 2002	1.04614092
June 15, 2003	11.65292161 (arrears)
June 15, 2003	11.97760307 (advance)
December 15, 2003	0.72145940

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS<sup>1</sup>

Redemption Date	Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series A Notes)	Interest (Expressed as a Percentage of Original Principal Amount of Series A Notes)	Total Payment (Expressed as a Percentage of Original Principal Amount of Series A Notes)
6/15/1990	0.00000000	5.76434459	5.76434459
12/15/1990	0.00000000	4.67000000	4.67000000
6/15/1991	1.88655944	4.67000000	6.55655944
12/15/1991	0.00000000	4.58189768	4.58189768
6/15/1992	6.07060107	4.58189768	10.65249874
12/15/1992	0.00000000	4.29840060	4.29840060
6/15/1993	6.63759521	4.29840060	10.93599582
12/15/1993	0.00000000	3.98842490	3.98842490
6/15/1994	7.25754663	3.98842490	11.24597154
12/15/1994	0.00000000	3.64949748	3.64949748
6/15/1995	7.93540148	3.64949748	11.58489896
12/15/1995	0.00000000	3.27891423	3.27891423
6/15/1996	8.67656795	3.27891423	11.95548219
12/15/1996	0.00000000	2.87371851	2.87371851
6/15/1997	13.22120165	2.87371851	16.09492016
12/15/1997	0.00000000	2.25628839	2.25628839
6/15/1998	15.43935678	2.25628839	17.69564517
12/15/1998	0.00000000	1.53527043	1.53527043
6/15/1999	16.88139271	1.53527043	18.41666314
12/15/1999	<u>15.99377707</u>	<u>0.74690939</u>	<u>16.74068646</u>
TOTALS	100.00000000	68.77607843	168.77607843

1 Attached hereto are sub-Schedules of Mandatory Redemption and Interest Payments for each of the following groups of Railcars (each a "Railcar Group"): (i) the Open Top Hopper Cars and (ii) the Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.

SCHEDULE 1  
to  
Series A Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS

(HOPPERS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 64.33011507% of Original Principal Amount of Series A Notes)</u>	<u>Interest (Expressed as a Percentage of 64.33011507% of Original Principal Amount of Series A Notes)</u>	<u>Total Payment (Expressed as a Percentage of 64.33011507% of Original Principal Amount of Series A Notes)</u>
June 15, 1990	0.00000000	6.27787011	6.27787011
December 15, 1990	0.00000000	4.67000000	4.67000000
June 15, 1991	1.72406498	4.67000000	6.39406498
December 15, 1991	0.00000000	4.58948617	4.58948617
June 15, 1992	6.15138461	4.58948617	10.74087078
December 15, 1992	0.00000000	4.30221650	4.30221650
June 15, 1993	6.72592398	4.30221650	11.02814048
December 15, 1993	0.00000000	3.98811585	3.98811585
June 15, 1994	7.35412527	3.98811585	11.34224112
December 15, 1994	0.00000000	3.64467820	3.64467820
June 15, 1995	8.04100057	3.64467820	11.68567877
December 15, 1995	0.00000000	3.26916348	3.26916348
June 15, 1996	8.79203002	3.26916348	12.06119350
December 15, 1996	0.00000000	2.85857568	2.85857568
June 15, 1997	13.76914302	2.85857568	16.62771870
December 15, 1997	0.00000000	2.21555670	2.21555670
June 15, 1998	15.66126789	2.21555670	17.87682459
December 15, 1998	0.00000000	1.48417549	1.48417549
June 15, 1999	17.12403031	1.48417549	18.60820580
December 15, 1999	14.65702935	0.68448327	15.34151262

SCHEDULE 1  
to  
Series A Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS

(GONDOLAS AND 100-TON WOODCHIP CARS)

<u>Redemption Date</u>	Principal to be redeemed (Expressed as a Percentage of 35.66488493% of Original Principal Amount of Series B Notes)	Interest (Expressed as a Percentage of 35.66488493% of Original Principal Amount of Series B Notes)	Total Payment (Expressed as a Percentage of 35.66488493% of Original Principal Amount of Series B Notes)
June 15, 1990	0.00000000	4.83820883	4.83820883
December 15, 1990	0.00000000	4.67000000	4.67000000
June 15, 1991	2.17961582	4.67000000	6.84961582
December 15, 1991	0.00000000	4.56821194	4.56821194
June 15, 1992	5.92490913	4.56821194	10.49312107
December 15, 1992	0.00000000	4.29151869	4.29151869
June 15, 1993	6.47829558	4.29151869	10.76981427
December 15, 1993	0.00000000	3.98898228	3.98898228
June 15, 1994	7.08336848	3.98898228	11.07235076
December 15, 1994	0.00000000	3.65818897	3.65818897
June 15, 1995	7.74495507	3.65818897	11.40314405
December 15, 1995	0.00000000	3.29649957	3.29649957
June 15, 1996	8.46833381	3.29649957	11.76483338
December 15, 1996	0.00000000	2.90102838	2.90102838
June 15, 1997	12.23299741	2.90102838	15.13402579
December 15, 1997	0.00000000	2.32974740	2.32974740
June 15, 1998	15.03914335	2.32974740	17.36889075
December 15, 1998	0.00000000	1.62741941	1.62741941
June 15, 1999	16.44379935	1.62741941	18.07121875
December 15, 1999	18.40458200	0.85949398	19.26407598

SCHEDULE OF MANDATORY REDEMPTION<sup>2</sup>  
AND INTEREST PAYMENTS

Redemption Date	Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series B Notes)	Interest (Expressed as a Percentage of Original Principal Amount of Series B Notes)	Total Payment (Expressed as a Percentage of Original Principal Amount of Series B Notes)
6/15/1990	0.00000000	5.92279318	5.92279318
12/15/1990	0.00000000	4.78500000	4.78500000
6/15/1991	0.00000000	4.78500000	4.78500000
12/15/1991	0.00000000	4.78500000	4.78500000
6/15/1992	0.00000000	4.78500000	4.78500000
12/15/1992	0.00000000	4.78500000	4.78500000
6/15/1993	0.00000000	4.78500000	4.78500000
12/15/1993	0.00000000	4.78500000	4.78500000
6/15/1994	0.00000000	4.78500000	4.78500000
12/15/1994	0.00000000	4.78500000	4.78500000
6/15/1995	0.00000000	4.78500000	4.78500000
12/15/1995	0.00000000	4.78500000	4.78500000
6/15/1996	0.00000000	4.78500000	4.78500000
12/15/1996	0.00000000	4.78500000	4.78500000
6/15/1997	0.00000000	4.78500000	4.78500000
12/15/1997	0.00000000	4.78500000	4.78500000
6/15/1998	0.00000000	4.78500000	4.78500000
12/15/1998	0.00000000	4.78500000	4.78500000
6/15/1999	0.00000000	4.78500000	4.78500000
12/15/1999	0.00000000	4.78500000	4.78500000
6/15/2000	0.00000000	4.78500000	4.78500000
12/15/2000	0.00000000	4.78500000	4.78500000
6/15/2001	0.00000000	4.78500000	4.78500000
12/15/2001	0.00000000	4.78500000	4.78500000
6/15/2002	28.66501152	4.78500000	33.45001152
12/15/2002	0.00000000	3.41337920	3.41337920
6/15/2003	71.33498841	3.41337920	74.74836761
12/15/2003	<u>0.00000007</u>	<u>0.00000000</u>	<u>0.00000007</u>
TOTALS	100.00000000	127.58955157	227.58955157

- 2 Attached hereto are sub-Schedules of Mandatory Redemption and Interest Payments for each of the following groups of Railcars (each a "Railcar Group"): (i) the Open Top Hopper Cars and (ii) the Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.

SCHEDULE 1  
to  
Series B Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS

(HOPPER CARS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 65.44867687% of Original Principal Amount of Series B Notes)</u>	<u>Interest (Expressed as a Percentage of 65.44867687% of Original Principal Amount of Series B Notes)</u>	<u>Total Payment (Expressed as a Percentage of 65.44867687% of Original Principal Amount of Series B Notes)</u>
June 15, 1990	0.00000000	6.43246435	6.43246435
December 15, 1990	0.00000000	4.78500000	4.78500000
June 15, 1991	0.00000000	4.78500000	4.78500000
December 15, 1991	0.00000000	4.78500000	4.78500000
June 15, 1992	0.00000000	4.78500000	4.78500000
December 15, 1992	0.00000000	4.78500000	4.78500000
June 15, 1993	0.00000000	4.78500000	4.78500000
December 15, 1993	0.00000000	4.78500000	4.78500000
June 15, 1994	0.00000000	4.78500000	4.78500000
December 15, 1994	0.00000000	4.78500000	4.78500000
June 15, 1995	0.00000000	4.78500000	4.78500000
December 15, 1995	0.00000000	4.78500000	4.78500000
June 15, 1996	0.00000000	4.78500000	4.78500000
December 15, 1996	0.00000000	4.78500000	4.78500000
June 15, 1997	0.00000000	4.78500000	4.78500000
December 15, 1997	0.00000000	4.78500000	4.78500000
June 15, 1998	0.00000000	4.78500000	4.78500000
December 15, 1998	0.00000000	4.78500000	4.78500000
June 15, 1999	0.00000000	4.78500000	4.78500000
December 15, 1999	0.00000000	4.78500000	4.78500000
June 15, 2000	0.00000000	4.78500000	4.78500000
December 15, 2000	0.00000000	4.78500000	4.78500000
June 15, 2001	0.00000000	4.78500000	4.78500000
December 15, 2001	0.00000000	4.78500000	4.78500000
June 15, 2002	29.21148688	4.78500000	33.99648688
December 15, 2002	0.00000000	3.38723035	3.38723035
June 15, 2003	70.78851302	3.38723035	74.17574337
December 15, 2003	0.00000010	0.00000000	0.00000010

SCHEDULE 1  
to  
Series B Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS

(GONDOLAS AND 100-TON WOODCHIP CARS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 34.55132313% of Original Principal Amount of Series B Notes)</u>	<u>Interest (Expressed as a Percentage of 34.55132313% of Original Principal Amount of Series B Notes)</u>	<u>Total Payment (Expressed as a Percentage of 34.55132313% of Original Principal Amount of Series B Notes)</u>
June 15, 1990	0.00000000	4.95735102	4.95735102
December 15, 1990	0.00000000	4.78500000	4.78500000
June 15, 1991	0.00000000	4.78500000	4.78500000
December 15, 1991	0.00000000	4.78500000	4.78500000
June 15, 1992	0.00000000	4.78500000	4.78500000
December 15, 1992	0.00000000	4.78500000	4.78500000
June 15, 1993	0.00000000	4.78500000	4.78500000
December 15, 1993	0.00000000	4.78500000	4.78500000
June 15, 1994	0.00000000	4.78500000	4.78500000
December 15, 1994	0.00000000	4.78500000	4.78500000
June 15, 1995	0.00000000	4.78500000	4.78500000
December 15, 1995	0.00000000	4.78500000	4.78500000
June 15, 1996	0.00000000	4.78500000	4.78500000
December 15, 1996	0.00000000	4.78500000	4.78500000
June 15, 1997	0.00000000	4.78500000	4.78500000
December 15, 1997	0.00000000	4.78500000	4.78500000
June 15, 1998	0.00000000	4.78500000	4.78500000
December 15, 1998	0.00000000	4.78500000	4.78500000
June 15, 1999	0.00000000	4.78500000	4.78500000
December 15, 1999	0.00000000	4.78500000	4.78500000
June 15, 2000	0.00000000	4.78500000	4.78500000
December 15, 2000	0.00000000	4.78500000	4.78500000
June 15, 2001	0.00000000	4.78500000	4.78500000
December 15, 2001	0.00000000	4.78500000	4.78500000
June 15, 2002	27.62985321	4.78500000	32.41485321
December 15, 2002	0.00000000	3.46291152	3.46291152
June 15, 2003	72.37014698	3.46291152	75.83305850
December 15, 2003	-0.00000019	-0.00000000	-0.00000019